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Information provided by UniCredit Bank Austria AG on Payment Services for Consumers

November 2024

The information provided below serves to inform customers who are consumers of important facts relating to the payment services offered by UniCredit Bank Austria AG ("Bank Austria") as reflected in the Austrian Payment Services Act. This information provided by Bank Austria on payment services for consumers ("Information on Payment Services") does not replace the requisite contractual agreements and terms and conditions. A consumer in terms of the Austrian Payment Services Act is a natural person who, when using the payment services, is acting for purposes other than his or her trade, business or profession. Payment services are various banking services described in detail in Section IV. below. The agreements made for the purpose of using such banking services are referred to as master agreements on payment services ("master agreements"). By entering into master agreements on payment services, customers and Bank Austria also agree on general and special terms and conditions.

I. About Bank Austria

1. Bank details

Company name: UniCredit Bank Austria AG
Address: 1020 Wien, Rothschildplatz 1
Telephone (within Austria): 05 05 05-25
Telephone (from abroad): +43 5 05 05-25
Fax: 05 05 05-56155
(from abroad: +43 5 05 05-56155)
Email: info@unicreditgroup.at
BIC (SWIFT): BKAUATWW
Sort code: 12000
VAT ID number: ATU51507409
DVR number: 0030066
General legal venue: Vienna Commercial Court
Commercial Register Court: Vienna Commercial Court
Austrian commercial register number: FN 150714p

2. Licence

Bank Austria is licensed by the Austrian Financial Market Authority (FMA), Otto-Wagner-Platz 5, A-1090 Vienna, to provide banking services pursuant to Section 1 (1) of the Austrian Banking Act; under this licence, Bank Austria is also authorised to provide payment services for its customers. In this context, the following provisions are particularly relevant for the conduct of the bank's business: the Austrian Banking Act (Bankwesengesetz – BWG, Federal Law Gazette No. 532/1993 as amended from time to time), the Austrian Payment Services Act (Zahlungsdienstegesetz – ZaDiG, Federal Law Gazette I No. 17/2018 as amended from time to time), the Austrian Securities Supervision Act (Wertpapieraufsichtsgesetz – WAG, Federal Law Gazette I No. 107/2017 as amended from time to time) and the Austrian Savings Bank Act (Sparkassengesetz – SpG, Federal Law Gazette No. 64/1979 as amended from time to time). These provisions are available on the internet at <http://www.ris.bka.gv.at>.

Professional association / chamber

Bank Austria is a member of the Austrian Federal Economic Chamber, Banking and Insurance Division, Wiedner Hauptstraße 63, A-1040 Vienna, www.wko.at.

II. Master agreements on payment services and costs

1. General information

Before entering into a master agreement, the customer is handed over or receives via a durable medium, together with this information on payment services, the texts of the master agreement and the General Terms and Conditions and the Special Terms and Conditions of Bank Austria to be agreed under the master agreement, on which the customer has to agree if s/he expresses interest in using payment services of Bank Austria. If express agreement has been reached between Bank Austria and the customer, the relevant Terms and Conditions constitute a part of the master agreements.

During the term of the master agreements, the customer may request to be provided with this Information on Payment Services and the agreements and Terms and Conditions that have been agreed upon, free of charge either on paper or on another durable medium.

2. Changes of the master agreements or the terms and conditions of business agreed upon in the master agreements

The customer will be notified of any proposed changes to the master agreements made with the customer for payment services, and to the agreed terms and conditions of business, no later than two months before the proposed date on which the changes are to become effective, with reference to the provisions concerned. The customer is deemed to have consented thereto if Bank Austria does not receive any objection from the customer before the proposed date on which the changes are to become effective. Bank Austria will draw the customer's attention to this fact in its change proposal and will send the proposed changes to the customer. In addition, Bank Austria will publish a comparison of the provisions affected by the changes to the terms and conditions of business, as well as the complete version of the new terms and conditions of business, on its website, and will provide the customer with a written copy thereof, if requested by him/her, at its offices or by post. Bank Austria will point out these options to the customer in its communication about the proposed change.

The communication referred to in paragraph 1 will in general be made by post to the last address provided by the customer (see also Section 11 (2) of the General Terms and Conditions of Bank Austria). In derogation of this procedure, Bank Austria will send this notification electronically via the mailbox in internet banking (24You) if the customer has entered into an agreement with Bank Austria for the use of an internet banking product. This electronic notification will be made in such a way that Bank Austria is no longer able to alter the proposed change unilaterally, and the customer has the possibility to save and print out the notification. If such an electronic notification is transmitted via internet banking, Bank Austria will at the same time inform the customer that the proposed changes are available and can be viewed in the mailbox of the internet banking product. Bank Austria will inform the customer of this fact by means of a separate email that is sent to the email address last notified to Bank Austria by the customer, or a separate

SMS that is sent to the mobile phone number last notified to Bank Austria by the customer for the receipt of SMS messages in conjunction with the internet banking service, or a push notification that is sent to the mobile device registered by the customer for using the MobileBanking app.

In the case of such an intended change to the master agreements on payment services or to the terms and conditions of business, the customer has the right to terminate his/her master agreements on payment services, in particular his/her current account maintenance agreement, before the change is implemented, at no charge and without giving notice. Bank Austria will draw the customer's attention to this fact in the change proposal.

3. Term and termination of master agreements

Master agreements on payment services are concluded for an unspecified period. A customer may terminate such master agreements at no additional cost upon giving one month's notice. Such master agreements may be terminated by a customer without giving notice before the changes offered to the customer become effective. Both the customer and Bank Austria may terminate the entire business relationship or specific master agreements with immediate effect for important reasons.

Bank Austria is required to give two months' notice if it terminates master agreements concluded for an unspecified period under normal conditions. (For specific requirements concerning the termination of basic accounts, see Section X. below.)

4. Prices and charges

In the master agreement (particularly in the current account maintenance agreement), Bank Austria arranges with the customer the charges payable for providing payment services. If the charges arranged with the customer are standard charges, these are set forth in the Display of Prices and Charges of Bank Austria ("Display of Prices and Charges"). Before opening an account, the customer, together with this Information on Payment Services, receives the sections of the Display of Prices and Charges which contain the prices and charges for the products requested by him/her. Those sections of the Display of Prices and Charges become a part of the agreed master agreements.

Changes to the fees agreed upon with the customer in a master agreement on payment services (with the exception of debit and credit interest and fees whose amount is stated as a percentage rate or mark-up) will be offered to the customer by Bank Austria no later than two months before the proposed date on which the changes are to become effective. In this context, the extent of the changes to the fees offered to the customer may not exceed the extent of the change in the Consumer Price Index 2000 (for the maximum charge for basic accounts see Section X.) and may only occur once annually. Bank Austria will offer the customer a change in fees in the extent to which the change in the index value published for December of the previous year corresponds to the index value published for December of the year before this. The customer is deemed to have consented thereto if Bank Austria does not receive any objection from the customer before the proposed date on which the changes are to become effective. Bank Austria will draw the customer's attention to this fact in its change proposal. In the change proposal, Bank Austria will expressly inform the customer of the extent of the proposed change and of the date on which the change is to take effect, and will also specify the date on which the last change of fees prior to the proposed changes occurred and the extent of the change in the Consumer Price Index since the fees were last changed.

The change proposal shall be provided to the customer. The change proposal will be communicated in the manner described in II.2 second paragraph, by post or via internet banking.

In the case of such an intended change of charges, the customer has the right to terminate his master agreements on payment services, particularly the current account maintenance agreement, before the change is implemented, at no charge and without giving notice. Bank Austria will draw the customer's attention to this fact in the change proposal.

5. Interest

The interest rates agreed in the master agreement for credit balances and debit balances in the current account are also listed in the Display of Prices and Charges.

If an interest rate adjustment clause has been agreed with the customer (e.g. in the master agreement or in terms and conditions), interest rates will be adjusted in line with this agreed interest rate adjustment clause.

Irrespective of whether an interest rate adjustment clause has been agreed, interest rates may also be changed with the customer's consent.

6. Foreign currency transactions

Bank Austria executes payment orders for which a foreign currency needs to be converted into euro or from euro into a different foreign currency at the earliest possible exchange rate, depending on availability of the currencies listed in the display of exchange rates. The exchange rate used in executing a payment order is determined, in line with market practice in international foreign exchange markets, not later than around noon on the business day following the date on which the order was issued, and is published in Bank Austria's display of exchange rates. This means that the exchange rate which will be applied to the payment cannot be indicated when the payment instructions are given.

For currencies which are not listed in Bank Austria's display of exchange rates, exchange rate fixing will depend on the foreign correspondent bank whose services are used; this process cannot be influenced by Bank Austria.

For foreign currency transactions with debit cards, see Section V.1.c.; for foreign currency transaction with credit cards, see Section V.2.c.

III. Communication with Bank Austria

1. Language

Bank Austria concludes agreements in the German language and it uses German when it communicates with customers in connection with payment services, unless another language (English) has been agreed for communication during the term of the agreements.

2. Communication possibilities

Besides the opportunity to discuss his/her business with his/her relationship manager during the opening hours of branches, or outside opening hours if an arrangement has been made to this effect, a customer can generally contact Bank Austria via the means listed under Section I.1. "Bank details". If an agreement has been concluded for the use of an internet banking product, a customer can also contact Bank Austria via the internet banking mailbox.

3. Legally binding declarations and notifications

Correspondence of legal relevance between Bank Austria and its customers will take place in writing (in particular also via account statements) or – if an agreement to that effect has been concluded – electronically (in particular via internet banking).

The communication method agreed in the master agreement for the respective payment services product will be used for notifications and information relating to payment orders.

For legally binding declarations and notifications, the customer may use in particular, besides communication in writing by letter, the following communication methods if this has been agreed with the customer and if the customer has the requisite technical access possibilities:

- Internet banking, using the personal identification details (e.g. PIN – personal identification number, and TAN – transaction number)
- Telephone, using the agreed personal security details (e.g. secret code and password).
- Fax, stating the password agreed for that purpose.
- Debit cards using the relevant personal codes (PIN) in the indoor self-service machines installed by Bank Austria.

4. List of fees

Bank Austria will make the list of fees available to the customer in every branch and via the internet banking service (providing the customer has entered into an agreement for the use of this service) in accordance with Section 8 of the Austrian Consumer Payment Accounts Act (Verbraucherzahlungskontogesetz – VZKG), on a quarterly basis and upon termination of the master agreement, or it will send the statement of fees to the customer on paper at his/her request.

IV. PAYMENT SERVICES PROVIDED BY BANK AUSTRIA

1. Payment accounts

Bank Austria offers the maintenance of accounts for payment transactions (“current accounts” or “payment accounts”). These are accounts used for the settlement of payment services.

2. Payment services

a. Cash deposits in payment accounts

Cash deposits can be made in Bank Austria branches upon presenting the debit card or disclosing the unique identifier data (see Section IV.3. below). A customer is required to disclose his/her identity by means of an official photo ID.

b. Cash withdrawals from payment accounts

Amounts that are available to the customer in his/her current account at Bank Austria can be withdrawn by the customer at the counters of a Bank Austria branch during business hours, or the customer can withdraw amounts by using a debit card at a cash dispenser. When withdrawing cash at one of the bank’s counters, the customer is required to authorise the transaction by signing a transaction document in accordance with his/her authority to sign on the account where such authority relates to his/her current account. If the customer withdraws cash at a cash dispenser, s/he must enter a PIN. In either case, the customer must ensure that there are sufficient funds in the account. If the customer withdraws cash at one of the bank’s counters, s/he must disclose his/her identity by means of an official photo ID.

c. Transfers, bulk transfers, standing orders, sweep orders and SEPA real-time payments

A transfer is the non-cash transfer of a certain amount from one account to another account maintained at either the same or a different bank. The transfer order can be issued in the form agreed with Bank Austria. The customer must authorise the order by affixing his/her signature in accordance with his/her authority to sign on the account, or by entering his/her personal identification details such

as the TAN (transaction number). In either case, the customer is required to ensure that there are sufficient funds in the account. In the case of a bulk transfer order, the payer bundles several transfer orders into one single order and authorises the execution of the order by affixing his/her signature or by entering his/her personal identification details such as the TAN (transaction number). A transfer order for payments of the same amount into the same payee account at regular intervals is known as a standing order. A standing order can be valid until it is revoked, or the customer can specify a period within which it is to remain in force.

A sweep order is an order to transfer, at regular periods, the amount that exceeds a credit balance specified by the customer to a specific payee account. A sweep order can be valid until it is revoked, or the customer can specify a period within which it is to remain in force. (For payment services available in connection with basic accounts, see Section X.)

Within the framework of internet banking, the customer may irrevocably instruct the bank online at any time (24 hours a day/365 days a year) to transfer, between payment accounts, an amount of money in euro within the Single Euro Payments Area (SEPA) to a payee by means of a SEPA real-time credit transfer. With this transfer order, the amount of the transfer is either made available to the payee by the payee’s payment service provider or the execution of the payment order is rejected, all within a few seconds. The SEPA real-time credit transfer scheme can only be used if the payee’s payment service provider also participates in this scheme and offers it to its customers.

Before using this payment method for the first time, an agreement must be concluded with the bank, which can also be done in internet banking by means of authorisation through a TAN. The amount limit of EUR 15,000 currently specified in the agreement will be limited to currently EUR 1,000 for the time being. This measure is justified due to the fact that there are currently more attempts at fraud to the detriment of our customers. The customer will be notified in good time of the lifting of this temporary transaction limit of EUR 1,000/day by means of separate information via internet banking.

Multiple real-time credit transfer orders issued on one calendar day are aggregated. If the customer has set a personal transaction limit in internet banking, this transaction limit also limits the SEPA real-time credit transfers.

When the customer authorises a SEPA real-time credit transfer order within the scope of internet banking, this order is received by the bank and can then no longer be revoked.

Separate fees are charged for the execution of SEPA real-time credit transfers, which the bank agrees with the customer as part of the agreement on using SEPA real-time credit transfers.

d. Direct debits

The payer (debtor) authorises the payee (creditor) to collect payments (direct debit mandate).

The authorisation for a direct debit (direct debit mandate) must be obtained by the payee (creditor) from the payer (debtor) in the payer’s language. The payer’s bank is not informed of the issuance of a direct debit mandate.

The payer must be in a position to issue the following instructions to his/her payment service provider:

- To limit the collection of payments to a specified amount or a specified set of periods, or both;
- To block all direct debits to be charged to the payer's account or all direct debits initiated by one or more specified payees, or to authorise direct debits initiated by one or more specified payees.

The payer is entitled to demand a refund of a direct debit within 8 weeks of the debit being made. In the absence of a direct debit mandate, refunds can be requested within 13 months and the payer must inform Bank Austria of the unauthorised direct debit promptly after becoming aware of such fact. The time restriction of 13 months only applies if Bank Austria has fulfilled its obligations to provide information in accordance with Section VI.5. Refunds of direct debits requested by the payer and refunds of unauthorised direct debits are made in accordance with Section VII.

3. Issuing payment instructions

a. Unique identifier data

Bank Austria must be informed of the payee's International Bank Account Number (IBAN) in the case of euro-denominated transfer orders in favour of an account held with a payment service provider in Austria or in another EEA member state.

In the case of bank transfer orders in a currency other than the euro in favour of a payee who has his/her account with a payment service provider in Austria or in another EEA member state, the customer must identify the payee by providing his/her IBAN and the bank Identifier Code (BIC) of the payee's payment service provider.

In the case of bank transfer orders in favour of a payee who has his/her account with a payment service provider outside the EEA, the customer must identify the payee with his/her name, as well as the IBAN and the BIC of the payee's payment service provider; alternatively, the customer may use the account number of the payee as well as the name, bank routing code or BIC of the payee's payment service provider instead of the IBAN and BIC.

The IBAN and BIC or account number of the payee and the name, bank routing code or BIC of the payee's payment service provider which are to be provided in accordance with the previous paragraphs represent the "unique identifier data". If these are used, a transfer order is executed solely on the basis of these unique identifier data. Additional data provided by the customer on the payee, such as the payee's name, do not constitute any part of the unique identifier data. Irrespective of whether the unique identifier data are provided, it is of no relevance for Bank Austria whether a transfer order includes the reason for payment

b. Types of payment orders

Payment orders can be issued in writing, using special transfer forms. In such a case, the order is issued by the customer affixing his/her signature.

Payment orders may also be issued electronically via internet banking by entering the personal identification details (user code, PIN and TAN or ATC) or with a debit card using the PIN. Further details on these procedures are provided in Sections V.1. (Debit cards) and V.2. (Internet banking).

If the customer wants to issue payment orders from his/her payment accounts authorised for internet banking transactions, the customer may also use the services of payment initiation service providers. Bank Austria provides the payment initiation service providers with the requisite authentication procedures for verifying the customer's identity.

Payment orders can be issued via telecommunication methods (particularly telephone, cable, telex, fax or data transmission) only if this has been agreed between the customer and Bank Austria.

V. Special payment instruments

1. Debit cards (MegaCard / BankCard)

a. Description of the payment instruments

The **debit card** authorises the cardholder, within the limits of the funds available in the account:

- to withdraw cash up to the agreed limit at cash dispensers in and outside Austria displaying the logo shown on the debit card with his/her debit card and his/her PIN;
- to pay for supplies and services provided by trading companies and service companies at payment terminals displaying the logo shown on the debit card (point-of-sale terminals; "POS terminals") with his/her debit card and his/her PIN without cash up to the agreed limit in and outside Austria. Cash dispensers may also have the function of POS terminals.
- to pay for supplies and services provided by merchants in and outside Austria at POS terminals displaying the logo shown on the debit card and also the contactless payment symbol (if this symbol is also shown on the debit card) without inserting the debit card and without entering the PIN but simply by holding the debit card up to the POS terminal, up to EUR 50 per transaction ("small-value payments") and up to a total of EUR 125 for successive transactions. After reaching these thresholds, the cardholder must make a payment or cash withdrawal using his/her PIN, after which s/he can again make small-value payments without entering the PIN.
- to use the self-service machines installed in Bank Austria branches for making deposits, requesting information, giving instructions and providing statements of facts and declarations of intent. Cash deposits in euro into the customer's Bank Austria account for which the debit card has been issued can be made, and payment instructions can be given by using the debit card and the PIN. An authorisation instrument agreed with the cardholder is additionally required for giving other instructions and for making other legally binding declarations of intent towards Bank Austria. Instructions are deemed to have been given and a declaration of intent is deemed to have been made if such an authorisation instrument is deployed.

If the debit card is a **Debit Mastercard**, this furthermore entitles the cardholder:

- to use the debit card in and outside Austria to pay transport fares or parking fees on a contactless basis without using cash, without inserting the debit card and without affixing his/her signature and/or entering the PIN by holding the debit card up to unattended POS terminals.
- to make payments for distance selling services. **Card payments for distance selling services may be made by persons aged 14 or more who have signed a card agreement.**

The cardholder is entitled to use the debit card without presenting it to the merchant to make cashless payments (via internet, or by telephone, fax or email) in and outside Austria by entering the card data (such details are generally the card number, expiry date and CVC [Card Verification Code]) for supplies and services provided by merchants within the context of their distance selling activities up to the agreed limit for payments at POS terminals if this is enabled by the merchant. Payments made via internet may require participation in the 3D-Secure procedure (which includes the Mastercard® Identity Check™ procedure) in addition to provision of the card details. This is mandatory in any event if a payment is initiated with a merchant domiciled in the European Union and no exemptions to strong customer authentication are applied in accordance with the regulatory technical standards for strong customer authentication and common and secure communication (Commission Delegated Regulation (EU) 2018/389 supplementing

Directive (EU) 2015/2366). Participation in the Mastercard® Identity Check™ procedure is also possible with a **Maestro** debit card if the Maestro debit card has already been registered for the Mastercard® Identity Check™ procedure. (See information on the Mastercard® Identity Check™ procedure below).

The cardholder is entitled to use the debit card without presenting it to the merchant to make cashless payments on the internet in and outside Austria for recurring supplies and services provided by merchants within the context of their distance selling activities up to the agreed limit for payments at POS terminals if this is enabled by the merchant.

Please note: In the case of recurring payments within the context of merchants' distance selling activities via the internet involving the same payee, cardholder authentication only takes place with the first payment, and not with the subsequent payments.

Payments whose amount is not known beforehand ("blank orders"):

If instructions are given for the transfer of an amount whose exact value is not known at the time the cardholder gives his/her consent to the execution of the payment order, the amount to which the cardholder has consented will be blocked. The bank will unblock the amount upon receiving information on the exact amount of the payment, but no later than after receipt of the payment order. The cardholder is liable for the payment of the amount submitted to the bank by the merchant. The cardholder shall be entitled to a reimbursement of funds if the amount submitted exceeds the amount which the cardholder may reasonably have expected based on his/her previous spending behaviour, the conditions of the card agreement and the circumstances of individual transactions.

If requested by the bank, the cardholder shall provide a presentation of these facts. The cardholder shall enforce his/her claim to reimbursement against the bank within eight weeks of the date on which his/her account was debited with the relevant amount, to the exclusion of all other claims to reimbursement.

Additional details on the possible uses of the debit card are provided in the Customer Guidelines for Debit Cards, which are made available to the customer either on paper or on another durable medium before the card agreement is concluded.

Irrespective of whether the card is a Maestro or a Debit Mastercard debit card, the following possibilities of use are also available:

Digital debit carte

The cardholder can also use the debit card on his/her mobile device as a **digital debit card**. The digital debit card is a (digital) representation of the cardholder's physical debit card on his/her mobile device. The digital debit card can be activated either in the device wallet (a function or app provided by the manufacturer of the device or operating system, which facilitates the activation and use of the digital debit card) or in the app provided by Bank Austria for this purpose (currently the "Mobile Geldbörse" app).

With a digital debit card, the cardholder is entitled to:

- withdraw cash up to the agreed limit for withdrawals at cash dispensers in and outside Austria displaying both the logo shown on the debit card and the contactless payment symbol by holding the mobile device up to the cash dispenser and entering the PIN;
- pay for supplies and services provided by trading companies and service companies in and outside Austria at POS terminals displaying both the logo shown on the debit card and the contactless payment symbol without using cash up to the agreed limit for payments at POS terminals. The cardholder can do this by using the app provided by Bank Austria for this purpose (currently the "Mobile Geldbörse" app)
 - by holding the mobile device up to the POS terminal, entering the PIN and pressing "OK".

Make payments of up to EUR 50 per transaction ("small-value payments") and up to a total of EUR 125 for successive transactions at POS terminals displaying the contactless payment symbol without entering the PIN, by simply holding the mobile device up to the POS terminal. After reaching these thresholds, the cardholder must make a payment or cash withdrawal using his/her PIN in order to enable him/her to make further small-value payments without entering his/her PIN;

- using a device wallet (Apple Wallet) by entering the personal access code for the device ("device PIN") or the biometric features (e.g. fingerprint or facial recognition) if the latter have been activated by the cardholder on his/her mobile device, and holding the mobile device up to the POS terminal; depending on the setting of the relevant POS terminal, the cardholder may occasionally be required to enter the PIN of his/her debit card;
- using a device wallet (e.g. Apple Wallet) in apps and on websites to make cashless payments for supplies and services provided by merchants in and outside Austria by entering the device PIN or using a biometric feature activated by the cardholder on his/her mobile device, in cases where the device wallet (Apple Pay) is offered as a payment option. Payments in apps and on websites are included in the limit agreed with the account holder for payments with the debit card at POS terminals.

Further details are contained in the Special Terms and Conditions for the Digital Payment Card, which are provided to the customer on paper or on another durable medium before the agreement on the use of the digital debit card is signed.

3D-Secure procedure (which includes the Mastercard® Identity Check™ procedure)

Maestro debit cards can only be used with the Mastercard® Identity Check™ procedure if the cardholder has a mobile device capable of receiving a one-time transaction code and the debit card has been separately registered for the Mastercard® Identity Check™ procedure. New registrations are no longer possible.

Debit Mastercard debit cards are automatically registered for the 3DS procedure. For using the 3DS procedure with a Debit Mastercard debit card, the cardholder has to actively use Bank Austria's internet banking, and the bank's MobileBanking app from version 7 upwards must be installed on the cardholder's device and used by the cardholder with an authorisation code (ATC).

A debit card registered for the 3DS procedure authorises the cardholder to use it in distance selling transactions on the internet (e-commerce) to make cashless payments for supplies and services of trading companies and service companies in and outside Austria which offer the 3DS procedure up to the agreed limit for payments at POS terminals.

When selecting "3DS" as the method of payment in the internet, the cardholder must enter the debit card details (card number, expiry date and security code). Entry of the card details of a Maestro debit card will trigger a dialogue box in which the cardholder is required to enter the transaction code sent to his/her mobile phone number via SMS, together with the answer to the security question defined during the cardholder's registration process. Thereafter, the cardholder must confirm the payment with the functions provided for the relevant payment procedure (e.g. OK button).

Deviating from this, in the case of Debit Mastercard debit cards, the cardholder, after entering the card details and by clicking on the push notification sent to his/her mobile device which is registered for using the MobileBanking app, is taken directly to the page of the MobileBanking app, where s/he must enter his/her ATC in the designated entry field and confirm the payment with the function provided for the relevant payment procedure (e.g. OK button).

Further details are contained in the Special Terms and Conditions for the Mastercard® Identity Check™ procedure, which are provided to the customer on paper or on another durable medium prior to

completion of the debit card registration process for the Mastercard® Identity Check™ procedure or the issuance of a Debit Mastercard debit card.

ZOIN function

If the debit card has been registered for the **ZOIN function** in the mobile wallet app “Mobile Geldbörse” provided by Bank Austria, the debit card also authorises the cardholder to do the following, within the agreed limits, using the debit card on a mobile device:

- to send amounts of money using the mobile phone number of the payee for which the payee has registered a debit card for the ZOIN function, or using the payee’s card number and entering the ZOIN PIN. Depending on the technical capabilities of the cardholder’s device, the cardholder can, in the mobile wallet, alternatively opt for biometric features (such as fingerprint or facial recognition) as a means of authorisation for ZOIN payments instead of the ZOIN PIN.
The cardholder can adjust the app settings of the mobile wallet to enable him/her to execute money transfers with the debit card for amounts of up to EUR 25 for an individual transaction (small-value payments) without entering the ZOIN PIN or without using biometric features simply by entering the payee’s mobile phone number or card number and selecting the OK button. For security reasons, the sum of amounts which can be paid with successive small-value payments without entering the ZOIN PIN or without using biometric features is limited to EUR 100. After reaching this threshold, the cardholder must enter the ZOIN PIN or use a biometric feature for his/her next ZOIN transaction;
- to receive funds using the cardholder’s mobile phone number for which the debit card of the cardholder has been registered for the ZOIN function.

Further details are contained in the Special Terms and Conditions for the Use of a Debit Card for the ZOIN Function, which are provided to the customer on paper or on another durable medium before s/he signs the agreement for use of the ZOIN function.

The limits for cash withdrawals and cashless payments (using the PIN, the Mastercard® Identity Check™ procedure or the ZOIN PIN) are specified for the relevant debit card and are agreed with the customer. The customer’s account is debited separately with each payment made with the debit card.

(For the different possibilities available to the customer for using a debit card issued for a basic account, see Section X.)

b. Customer due diligence

The cardholder is obliged, also in his/her own interest, to keep the debit card and the mobile device on which the digital debit card or the ZOIN function is activated, in a safe place and to protect the debit card and the mobile device from access by a third party. The debit card must not be passed on to a third party. The cardholder must deactivate the digital debit card or the ZOIN function before passing the mobile device on to a third party.

The PIN, the ZOIN PIN, the security question and the answer to the security question, the one-time password (if the debit card is used via the device wallet) and the device PIN (if the device PIN is used as a personal identification detail in the device wallet) must be kept secret.

The PIN must not be noted on the debit card. The PIN (when using the digital debit card), the device PIN (when used as a personal identification detail in the device wallet) and the ZOIN PIN must not be saved in the mobile device.

The PIN, the ZOIN PIN, the security question and the answer to the security question, the one-time password and the device PIN (when used as a personal identification detail in the device wallet) must not be disclosed to anyone, not even to employees of Bank Austria, other account holders or other cardholders. When entering the PIN, the ZOIN PIN, the device PIN (if the device PIN is used as a personal identification detail in the device wallet) the customer shall ensure that s/he is not being observed by a third party.

When using the digital debit card in the device wallet, the cardholder shall ensure that the device contains only his/her own identification features (biometric data).

Bank Austria must be notified immediately in accordance with Section V.4.b. of the loss, theft, fraudulent use or other unauthorised use of the debit card or the mobile device on which the digital debit card or ZOIN function is activated.

c. Conversion of foreign currencies

In the settlement of cash withdrawals or cashless debit card payments made at POS terminals outside Austria, the relevant amount in foreign currency will be converted as follows:

- with currencies whose exchange rate is fixed in relation to the euro, at the fixed rate for the currency concerned;
- with currencies of countries that are not members of the European Monetary Union, at the Bank Austria AustroFX exchange rate which can be viewed at www.psa.at under “Exchange Rate Info”.

Additional details on the formation and applicability of the Bank Austria AustroFX exchange rate are provided in the Customer Guidelines for Debit Cards under Section 2.6, which are made available to the customer either on paper or on another durable medium before the card agreement is concluded.

2. Credit cards

a. Description of the payment instrument

The **credit card** authorises the cardholder, within the card limit:

- to purchase items (e.g. goods or services) by physically presenting the card/holding the card to a device (to authorise immediate technical transmission of the card details) according to the card’s features and the technical equipment available (e.g. inserting the card into a card reader);
- to purchase items without physically presenting the card by providing the card data (these are generally the following details appearing on the card: card number, expiry date and CVC [Card Verification Code]) if the transaction is completed with the use of means of telecommunication such as telephone, fax or in e-commerce (distance selling);

to withdraw cash by physically presenting the card/holding the card to a device (e.g. inserting it into a card reader), with the daily and/or weekly maximum limit for withdrawals from cash dispensers depending on the technical conditions of the respective cash dispenser and the limits agreed with Bank Austria in the card application. By providing the card data to a point of acceptance or by physically presenting the card/holding the card to a device at a point of acceptance and, if required, authenticating the customer, the cardholder irrevocably instructs Bank Austria to pay the amount owed to the point of acceptance. The process of customer authentication may entail signing a transaction document or entering a PIN, or, in the case of the 3D-Secure procedure, it may entail using the app provided by the bank.

For participation in the **3D-Secure procedure with the credit card**, the information provided for debit cards in Section V.1.a., sub-section “3D-Secure procedure (which includes the Mastercard® Identity Check™ procedure)” for the Debit Mastercard applies

analogously. Additional details are provided in the Customer Guidelines for Credit Cards, which are made available to the customer either on paper or on another durable medium before the card agreement is concluded.

For **payments whose amount is not known beforehand (“blank orders”)**, the information provided for debit cards in Section V.1.a., sub-section “Payments whose amount is not known beforehand (“blank orders”)” applies analogously.

Additional details on the possible uses of the credit card are provided in the Customer Guidelines for Credit Cards, which are made available to the customer either on paper or on another durable medium before the card agreement is concluded.

b. Customer due diligence

The information provided in Section V.1.a. regarding the duty of due diligence for debit cards and/or digital debit cards applies analogously for credit cards and/or the digital credit card, except for the duty of due diligence for ZOIN PINs.

c. Conversion of foreign currencies

The exchange rate used for the conversion of credit card transactions in foreign currency is composed of the reference exchange rate (Mastercard International Incorporated) available at <https://www.mastercard.com/global/en/personal/get-support/convert-currency.html> and the agreed sell spread. The exchange rate used is available on the website www.psa.at/kursinfokreditkarten.

Additional details are provided in Section 8. of the Customer Guidelines for Credit Cards, which are made available to the customer either on paper or on another durable medium before the card agreement is concluded.

3. Internet banking

a. Description of the payment instrument

Internet banking products (e.g. OnlineBanking or 24You) are additional, special banking services provided for existing current accounts or custody accounts maintained with Bank Austria. They enable the customer, as holder of a current account/custody account or authorised signatory, to communicate with the data processing centre of the bank or another party by means of data transmission via the internet and, after electronic authorisation, to use the following services offered:

- to instruct Bank Austria to execute orders relating to the customer's current accounts or custody accounts;
- to access information on the customer's current accounts or custody accounts;
- to notify the bank electronically of declarations of intent;
- to request information on current accounts and custody accounts, and for such information to be transmitted to the customer via push notifications in the internet banking apps (e.g. MobileBanking app) provided by Bank Austria, or by email;
- to obtain information by telephone.

The user code, PIN (personal identification number), TAN (transaction number), ATC (authorisation code) one-time codes for activating the MobileBanking app and biometric data represent a customer's personal identification details for internet banking products.

When using the internet banking apps of Bank Austria on mobile devices – depending on the technical capacity of the mobile device – the customer can choose to use biometric data (such as fingerprints or facial recognition) instead of the PIN and/or ATC. In this case, the customer's verification by means of his/her biometric data replaces the entry of the PIN and/or the ATC.

The customer may permit specific account information service providers and payment initiation service providers to access one or more of his/her payment accounts which are eligible for internet banking whenever the customer avails himself/herself of the services of such service providers. The bank is obliged, within the meaning of Commission Delegated Regulation (EU) 2018/389, to communicate with these service providers in a safe manner and to provide them with the requisite authentication procedures to enable them to verify the customer's identity.

More details are available in the Terms and Conditions for Bank Austria's Internet Banking, which are provided to the customer on paper or on another durable medium before the customer signs the agreement on participation in the bank's internet banking services.

b. Customer due diligence

The personal identification details PIN, TAN, ATC and one-time codes for activating the MobileBanking app must be kept secret and must not be disclosed to anyone (not even to employees of Bank Austria). The use of biometric features does not discharge the obligation to keep PIN, TAN, ATC and one-time codes secret. The prohibition on disclosure of the PIN, TAN or ATC does not apply to account information service providers and payment initiation service providers whose services are used by the customer. The customer must take all reasonable precautions to ensure that a third party does not have access to the personal identification details.

It is recommended for security reasons that the customer changes his/her PIN and ATC by himself/herself on a regular basis (e.g. every two months) without being prompted to do so.

Before and while logging into Bank Austria's internet banking, the customer must check that the URL of the login page reads <https://banking.bankaustria.at>, <https://online.bankaustria.at> or <https://businessnet.bankaustria.at> or <https://mobile.bankaustria.at>.

All data entered by a customer using internet banking must be checked by him/her to ensure that they are complete and correct before they are cleared and transmitted to Bank Austria.

If the customer has reason to believe that an unauthorised third party has gained knowledge of his/her personal identification details, or that unauthorised use of internet banking may have taken place, the customer is encouraged to change his/her PIN and ATC immediately.

The customer shall notify Bank Austria immediately, as soon as the customer becomes aware thereof, of any unauthorised use of online banking in accordance with Section V.4.b. and instruct the bank to block his/her user code. In the event of theft or loss of the mobile device on which an internet banking app is installed, the customer is encouraged to block his/her user code in internet banking by entering the PIN incorrectly four times in succession or by having it blocked through the hotline.

The customer is advised to regularly check for current security warnings regarding internet banking, which Bank Austria publishes on its websites or directly in internet banking, and to take technical precautions to protect the systems and the PC or mobile device used by the customer.

4. SmartBanking

a. Description of the payment instrument

SmartBanking is a telephone service offered by Bank Austria. It can be used by a customer who maintains an account with the bank or is authorised to sign on a Bank Austria account, to conduct transactions via telephone and, in particular, via video calls (i.e. obtain information and instruct Bank Austria to carry out transactions).

A customer using SmartBanking requires personal identification details. The user code, PIN and password constitute a customer's personal identification details.

Further details are contained in the Terms and Conditions for SmartBanking, which are provided to the customer on paper or on another durable medium before s/he signs the agreement for the SmartBanking telephone agreement.

b. Customer due diligence

The customer is obliged to keep his/her personal identification details secret and not to disclose them to another person (not even to Bank Austria employees unless the customer needs to identify himself/herself when using SmartBanking or needs to disclose the user code when requesting a block to be imposed). If the customer has reason to believe that other persons have gained knowledge of his/her PIN, s/he must change the PIN immediately. It is recommended that the customer changes his/her PIN by himself/herself on a regular basis (e.g. every two months) without being prompted to do so. The customer shall ensure that s/he is not being observed by a third party when using his/her personal identification details.

The customer shall notify the bank immediately of the loss, theft or fraudulent use of personal identification details or any other unauthorised use of SmartBanking after becoming aware of such fact in accordance with Section V.4.b.

5. Blocking of payment instruments and access to accounts

a. Blocking by Bank Austria

Bank Austria can block a payment instrument or lower agreed limits if

- this is justified on objective grounds in connection with the safety of the payment instrument;
- unauthorised or fraudulent use of the payment instrument is suspected, or
- the holder of a debit card has not met his/her payment obligations in connection with a credit line (exceeds the overdraft granted for the account) linked to this payment instrument, and
- either the fulfilment of this payment obligation is jeopardised because the financial position of the cardholder or of a co-debtor has deteriorated or is put at risk, or
- the cardholder has become insolvent or is in imminent danger of becoming insolvent.

If Bank Austria blocks a payment instrument or lowers the agreed limits, it will, wherever possible, inform the customer beforehand, but otherwise it will inform him/her immediately after taking such a measure and of the reasons for this. The bank will not notify the customer of such measures if such notification would violate objective security considerations or Austrian or Community provisions, or a court order or official order.

In the case of payment instruments requiring the entry of a PIN, TAN and/or ATC – in line with the agreement to be reached with the customer – the consecutive entry of a wrong PIN, TAN and/or ATC can result in the payment instrument being automatically blocked.

Bank Austria can refuse a payment initiation service provider or an account information service provider access to a customer's payment account if this is justified by objective and duly substantiated reasons in connection with unauthorised or fraudulent access by the payment initiation service provider or an account information service provider to the payment account, including the unauthorised or fraudulent initiation of a payment transaction.

If Bank Austria denies a payment initiation service provider or an account information service provider access to a customer's payment account, it will, wherever possible, inform the customer beforehand, but otherwise it will inform him/her immediately after taking such action and of the reasons for this, in a communication method agreed with the customer. The bank will not notify the customer of such action if such notification or disclosure of the reasons for the blocking were to violate a court order or official administrative order, or Austrian or Community legal norms or objective security considerations.

Bank Austria will unblock the payment instrument or replace it with a new payment instrument, or grant renewed access to the payment account as soon as the reasons for the blocking no longer exist.

b. Blocking by the customer

The customer is required to report any loss, theft, fraudulent use or other unauthorised use of a payment instrument to Bank Austria as soon as the customer becomes aware of such an event.

The customer can either personally, in writing or at any time by telephone via the Bank Austria hotline, tel. 050505-25 (or from abroad: +43 50505-25), notify the bank accordingly or instruct it to block the payment instrument for some other reason at no additional cost.

As soon as the customer has made this notification or instructed the bank to impose a block, the payment instrument will be blocked, thereby making it impossible for it to be used.

The customer can personally instruct Bank Austria to remove the block through any means of communication agreed with the bank (in particular via the hotline or at a branch of the bank).

VI. Authorisation and execution of payment orders

1. Authorisation, revocation and rejection of payment orders

For Bank Austria, a payment order is considered to be authorised if the customer has consented to the relevant payment procedure in the form agreed with him/her for this purpose, using one of the agreed payment instruments. The consent for execution of a payment order may also be given via the payee or a payment initiation service provider.

The consent may be replaced by a court order or an official order.

The customer's consent may be revoked by the customer

- until the customer's payment order is received by Bank Austria, or
 - if agreement was reached for the order to be executed on a specified future date, until the end of the business day preceding the agreed execution date.
- Authorised debit and credit card payments cannot be revoked.

Bank Austria can only refuse to execute an authorised payment order

- if the payment order does not meet all the requirements set forth in the master agreements and in the Terms and Conditions (especially if the necessary cover in the form of an account balance or an agreed credit line is not available, or if mandatory data such as the unique identifier data are missing);
- if the execution of an order violates Community or national regulations or a court order or an official order;
- if there are well-founded suspicions that the execution of the payment order would constitute a criminal offence.

If the execution of a payment order is refused, Bank Austria will inform the customer of such refusal, the reasons for this and appropriate improvement options as soon as possible but not later than at the end of the following business day or, in the case of payment orders issued on paper, at the end of the second business day following receipt of the order. Such information will be effected via a communication method agreed with the customer (see Section III.3.). Reasons will not be provided if this violates a Community or national regulation or a judicial or official order.

2. Time of receipt of payment orders

The time when a payment order meeting all the requirements agreed with the customer (e.g. providing the unique identifier data and the availability of sufficient cover on the current account) is received by Bank Austria, is the time of receipt. The execution period of a payment order starts with the time of receipt.

The next business day is considered to be the time of receipt of an order (see Section 39a (1) of the General Terms and Conditions) if

- an order is not received on a business day;
- an order issued on paper is received after business hours;
- an order scanned/placed via self-service machine is received after 3.00 p.m.;
- an order issued by means of a physical storage medium (CD, DVD, tape, diskette) is received after business hours;
- an order issued electronically (e.g. via internet banking) is received after 5.30 p.m., or
- an order issued by telephone is received after 5.30 p.m.

If agreement has been reached on a future execution date, this date is considered to be the time of receipt.

For the purposes of the execution period for payments, the business days of Bank Austria are Monday to Friday, with the exception of Austrian statutory holidays, 24 December and Good Friday.

The time of receipt of SEPA real-time credit transfer orders (see Section IV.2.c.) is always considered to be the calendar day of placing the order (regardless of whether it is a business day).

Rejected payment orders in accordance with Section VI.1. are deemed not to have been received.

3. Execution of payment orders, execution periods

Bank Austria will ensure that the amount of the payment transaction is received by the payee's payment service provider domiciled in the European Economic Area (EEA) no later than one business day after receipt of the payment order; this applies for payment transactions in euro as well as for payment transactions of which the amounts in euro are transferred to an account in an EEA member state outside the euro area and the currency conversion takes place in the latter. If payment orders are issued on paper, the above-referenced period is extended by one additional business day.

For payment transactions within the EEA other than those mentioned in the previous paragraph, the execution period for the transaction will be four business days.

Bank Austria will execute orders in a manner that will always comply with the aforementioned execution periods.

Bank Austria is obliged to ensure that payment orders in favour of payees' accounts maintained with banks outside the EEA are processed as quickly as possible.

All conditions that have been agreed must be met (especially availability of the unique identifier data and sufficient cover on the account) for the bank to comply with the execution periods.

These execution periods do not apply to SEPA real-time credit transfer orders (see Section IV.2.c.). With a real-time credit transfer order, the amount of the transfer is made available to the payee by the payee's payment service provider within a few seconds.

4. Liability of Bank Austria for failure to execute orders or for incorrect execution of orders

Bank Austria is liable to its customers – in the case of payment orders initiated by the customer as payer in favour of a payee account in the EEA – for the proper and timely execution of a payment transaction until the amount is received by the payee's payment service provider; after this, the payee's payment service provider is liable to the payee for the proper execution of the payment transaction. In the case of payment orders in favour of payee accounts maintained at banks outside the EEA, Bank Austria is obliged to ensure that the order is processed as quickly as possible, and to avail itself of suitable additional payment service providers unless these are specified by the customer.

If a payment transaction is initiated by the customer or via the customer as the payee, Bank Austria is liable to the customer:

- for the proper transmission of the payment order to the payer's payment service provider,
- for processing the payment transaction in line with its responsibilities in regard to value date and availability.

Furthermore, Bank Austria is liable to its customers for all charges and interest for which Bank Austria is responsible and which are charged to the customer as a result of the failure to execute a payment transaction or for the incorrect execution of a payment transaction.

5. Information on individual payment transactions

As soon as a payment transaction has been entered in its books, Bank Austria will provide the customer with the following information using the communication method agreed with him/her for this purpose (the account statement, in particular):

- a reference enabling the customer to identify the payment transaction, and, where appropriate, information on the payee or payer, and any other information transmitted with the payment (such as the purpose of payment);
- the amount in question in the currency with which the customer's payment account is debited, or the currency with which the amount is credited to the current account;
- where appropriate, the charges payable for the payment transaction, broken down into types of charges;
- where appropriate, the exchange rate on which the payment transaction is based, and
- the value date of the debit or credit, or the date of receipt of the payment order.

The above-referenced information is provided to the customer regardless of whether s/he is the payer or the payee in the payment transaction.

VII. Liability and refund obligations in connection with payment orders

1. Payment transactions not authorised by the customer

Rectification of a debit entry

If a payment order was executed to the debit of a customer account without the customer's authority, Bank Austria will immediately, no later than the end of the following business day after becoming aware or after being notified of the unauthorised payment transaction, restore the customer's debited account to the status at which the account would have been without the unauthorised payment transaction, i.e. the bank will in particular reverse the debit entry involving the amount of the payment transaction with the value date on the day of the debit entry. The customer can obtain such rectification if s/he informs Bank Austria as soon as s/he has become aware of a payment transaction that was executed without his/her authority, but no later than 13 months after the debit entry. The time restriction of 13 months only applies if Bank Austria has fulfilled its obligations to provide information in accordance with Section VI.5. Irrespective of the customer's right to have a debit entry rectified, the customer may also have claims against Bank Austria on other legal grounds in specific cases.

If Bank Austria has informed the Financial Market Authority in writing that there are justified reasons for suspecting that the customer has acted in a fraudulent manner, Bank Austria will immediately check and fulfil its obligation of reimbursement if the suspicion of fraud is not confirmed.

If the transfer was initiated via a payment initiation service provider, Bank Austria will be obliged to reimburse the respective amount.

a. Liability of the customer

If payment transactions which have not been authorised by the customer are attributable to the fraudulent use of a payment instrument, the customer is obliged to reimburse the damages thereby incurred by Bank Austria if these arise either

- through fraudulent intent on the part of the customer, or
- through the intentional or grossly negligent violation of duties by the customer relating to the requirement to keep payment instruments in a safe place and to keep the personal identification details secret.

If the customer violates these duties only through ordinary negligence (i.e. if his/her failure to act with due diligence corresponds to that which can occasionally be expected of persons who take average precautions), the customer's liability for damages is limited to EUR 50.

The customer is not liable

- if, when violating his/her due diligence requirements through ordinary negligence, the fraudulent use of the payment instrument was not noticeable to the customer, or the loss of the payment instrument was caused by actions or omissions on the part of Bank Austria;
- for payment transactions which are initiated with a payment instrument after the customer instructed Bank Austria to block that particular payment instrument (Section V.4.b.); unless the customer acted with fraudulent intent.
- for unauthorised payment transactions in which Bank Austria did not ask for any strong customer authentication unless the customer acted with fraudulent intent.

Any division of liability between the bank and the cardholder shall in particular take into account the type or quality of personalised security credentials used as well as the circumstances under which

the loss, theft or fraudulent use occurred. This does not apply if the cardholder caused the damage through wilful breach of his/her duty of due diligence or through fraudulent intent.

2. Reimbursement of an authorised payment transaction initiated by the payee

Direct debit

The customer is entitled to reimbursement from Bank Austria of the full amount of an authorised payment transaction initiated by or via a payee and already executed under a direct debit if the customer lodges a claim within eight weeks of the date on which the account was debited with the relevant amount of this payment transaction.

Bank Austria will reimburse the customer with the full amount of the payment transaction within ten business days of receiving a request for reimbursement (with the value date corresponding to the debit date).

VIII. Secure procedures to inform the customer in the case of fraud or security risks

In the case of suspected or actual fraud or security risks, Bank Austria will inform the customer about the suspected or actual fraud or the security risks in a secure procedure. Provided the customer has entered into an agreement for the use of internet banking and, for example, if the customer's access to his/her internet banking has not been blocked due to the (suspected) fraud or the respective security risks, Bank Austria will inform the customer via his/her internet banking mailbox accordingly. If the customer has not entered into any agreement for the use of internet banking or if the customer's access to his/her internet banking has been blocked due to the (suspected) fraud and security risks, Bank Austria will inform the customer accordingly by post to the last address provided by the customer. If the (suspected) fraud or the security risks require the bank to communicate urgently with the customer, Bank Austria will also try to inform the customer by telephone.

IX. Complaints

Bank Austria makes every effort to meet the needs and wishes of its customers in all areas of banking business. If a customer should nevertheless have grounds for complaint, Bank Austria will immediately follow up the complaint. For this purpose, customers should direct any complaints to their relationship manager or – if a satisfactory solution cannot be found – to the Complaint Management Office of Bank Austria at tel.: +43 (0) 50505-55500

Email: ombudsstelle@unicreditgroup.at

Internet: www.bankaustria.at/ueber-uns-nachhaltigkeit-kunden-ombudsstelle.jsp

A customer can also take his/her complaint to the Joint Conciliation Board of the Austrian Banking Industry ("Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft"), Wiedner Hauptstraße 63, A-1045 Vienna. As an alternative, a customer can address his/her complaint to the Austrian Financial Market Authority ("Finanzmarktaufsicht"), Otto-Wagner-Platz 5, A-1090 Vienna.

Any disputes arising in connection with the maintenance of an account or payment services products shall be settled by ordinary courts which are required to apply Austrian law. The general legal venue for Bank Austria is stated under Section I.1.

X. Payment account with basic features (basic account)

The basic account is a payment account with basic features within the meaning of Sections 23 et seq. of the Austrian Consumer Payment Accounts Act (Verbraucherzahlungskontogesetz – VZKG). The conclusion of a basic account maintenance agreement does not require the purchase of additional services.

1. Right to open a basic account

Every consumer who has lawful residence in the European Union has the right to open a basic account at Bank Austria unless

- the consumer already holds a payment account at a bank domiciled in Austria which enables the consumer to use the services of a payment account with basic features unless the consumer was informed of the termination of that account or the consumer uses Bank Austria's account switching service while closing that account;
- criminal proceedings have been initiated against the consumer on the grounds of a punishable offence committed to the detriment of Bank Austria or any of its employees, or a judgment has been issued against the consumer for such an offence and the conviction has not yet been erased in the criminal record;
- the conditions specified in the Austrian Financial Market Money Laundering Act (Finanzmarkt-Geldwäschegesetz – FM-GwG) for opening an account are not met;
- the consumer is unable to provide the bank with a domicile address or address for delivery of correspondence (an address for delivery of correspondence may, for example, include the postal address of a care facility or of a person authorised to take delivery of correspondence, where Bank Austria can send correspondence intended for the customer);
- sanctions have been imposed on the consumer by the United Nations or the European Union which preclude the opening of an account.

2. Special features of the basic account

Sections II–VIII. of this information leaflet also apply to the basic account with the following exceptions:

2.1. Scope of services

- The basic account is maintained in euro.
- The basic account can be used for credit transfers (including standing orders) and direct debits in favour of a payee whose account is maintained by a payment service provider domiciled in Austria or another member state of the European Economic Area.
- After conclusion of a separate card agreement on the issuance of a debit card, cash may be withdrawn at cash dispensers during or outside the bank's opening hours and payments may be made in the payment card system (at POS terminals) in the European Economic Area in euro or in other currencies of member states of the European Economic Area.
- After conclusion of a separate internet banking agreement with Bank Austria, individual payment transactions via the basic account can also be processed online.
- Cash can be deposited in the basic account and funds can be transferred to the basic account.
- Cash can be withdrawn from a credit balance in the basic account at the cash desk of any Bank Austria branch during the opening hours of the bank.
- Drawings on the basic account are only possible up to the credit balance in the account. Bank Austria will allow debit balances only to the extent that such debit balance is necessary to cover the

fees which are owed to the bank under the current account maintenance agreement or under a card agreement with the bank, if any, or under an internet banking agreement with the bank, if any.

2.2. Charges

a. Consumers in need of special protection in social and economic terms:

Consumers who meet one of the following criteria are considered to be in need of special protection in social or economic terms and have the right to benefit from the reduced fee specified in the "Display of Prices and Charges for the Payment Account with Basic Features" for persons who are in need of special protection in economic or social terms:

- persons who draw a social benefit under Austrian legislation concerning social assistance and minimum social benefits, passed by the Austrian regional governments to implement the agreement pursuant to Article 15a of the Austrian Federal Constitutional Act (Bundesverfassungsgesetz – B-VG) between the Republic of Austria and the Austrian regional governments on a country-wide needs-based minimum benefit system;
- persons who draw a pension under the Austrian pension insurance scheme and have the right, pursuant to Section 292 of the Austrian General Social Insurance Act (Allgemeines Sozialversicherungsgesetz – ASVG), Federal Law Gazette No. 189/1955, to receive an equalisation supplement in addition to their pension;
- persons who draw a pension under the Austrian pension insurance scheme whose amount is equal to or lower than the reference rate pursuant to Section 293 ASVG;
- persons who draw unemployment benefit or unemployment assistance pursuant to the provisions of the Austrian Unemployed Persons Insurance Act 1977 (Arbeitslosenversicherungsgesetz 1977 – ALVG), Federal Law Gazette No. 609/1977, whose amount is equal to or lower than the reference rate pursuant to Section 293 ASVG;
- persons for whom a debt settlement procedure was initiated, until the end of the payment period specified in the debt settlement or payment schedule or until the end of the debt discharge procedure;
- students who draw a study grant pursuant to the Austrian Study Grants Act 1992 (Studienförderungsgesetz – StudFG), Federal Law Gazette No. 305/1992;
- apprentices within the meaning of Section 1 of the Austrian Vocational Training Act (Berufsausbildungsgesetz – BAG), Federal Law Gazette No. 142/1969, who receive an apprentice remuneration which is equal to or lower than the reference rate pursuant to Section 293 ASVG;
- persons who are exempt from broadcasting fees pursuant to Section 3 (5) of the Austrian Broadcasting Fees Act (Rundfunkgebührengesetz – RGG), Federal Law Gazette I No. 159/1999;
- persons who receive a subsidy towards telecommunications charges pursuant to the provisions of the Austrian Telecommunications Fee Subsidies Act (Fernsprechtgeltzuschussgesetz – FeZG), Federal Law Gazette I No. 142/2000;
- persons who are homeless within the meaning of Section 1 (9) of the Austrian Registration Act (Meldegesetz – MeldeG), Federal Law Gazette No. 9/1992;
- asylum seekers within the meaning of Section 2 (1) 14 of the Austrian Asylum Act 2005 (Asylgesetz 2005 – AsylG 2005), Federal Law Gazette I No. 100/2005;

- aliens whose stay on Austria's national territory is tolerated pursuant to the provisions of Section 46a of the Austrian Immigration Police Act (Fremdenpolizeigesetz 2005 – FPG), Federal Law Gazette I No. 100/2005;
- persons who in another member state of the European Union
 - a) have the status of a homeless person, an asylum seeker or an alien whose stay is tolerated,
 - b) draw a social benefit which is comparable with that under the needs-based minimum benefit system or with an equalisation supplement,
 - c) draw a benefit under statutory unemployment insurance whose amount is lower than the reference rate applicable to a benefit in accordance with b) above in the relevant member state,
 - d) are subject to insolvency proceedings comparable with a debt settlement procedure, or
 - e) draw a public study grant tied to the student's social need.

b. Maximum fee

In the case of basic accounts, changes to fees (excluding credit and debit interest and fees whose amount is shown as a percentage rate or surcharge) will be offered to the customer by Bank Austria no later than two months before the intended effective date. The fees agreed for the services specified in Section 25 (1) VZKG may be increased up to the amount specified in Section 26 VZKG or up to the amount published in the Federal Law Gazette by the Austrian Federal Minister of Labour, Social Affairs, Health and Consumer Protection pursuant to Section 26 (3) VZKG as a result of the adjustment to the Consumer Price Index 2015. In respect of the groups of consumers who are defined, by regulation issued by the Austrian Federal Minister of Labour, Social Affairs, Health and Consumer Protection pursuant to Section 26 (2) VZKG as being in need of special protection in social or economic terms, the fees may be increased up to the maximum amount specified in Section 26 (2) VZKG or up to the amount published in the Federal Law Gazette for these groups by the Austrian Federal Minister of Labour, Social Affairs, Health and Consumer Protection pursuant to Section 26 (3) VZKG as a result of the adjustment to the Consumer Price Index 2015. For services not specified in Section 25 (1) VZKG, the extent of the proposed change of the agreed fees may not exceed the extent of the change in the Consumer Price Index 2000 (change in the index value published for December of the previous year compared to the index value published for December of the year before this) and may be agreed upon only once in a calendar year.

The customer will be deemed to have consented thereto if Bank Austria does not receive any objection from the customer prior to the intended effective date of the proposed change. Bank Austria will draw the customer's attention to this fact in its change proposal. Until the change enters into effect, the customer has the right to terminate the basic account agreement free of charge without giving notice. Bank Austria will draw the customer's attention to this fact in the change proposal. In its change proposal, Bank Austria will expressly inform the customer of the extent of the proposed change and of the date on which the change is to take effect, and (it relevant for the proposed change) will also specify the date on which the last change of fees prior to the proposed changes occurred and the extent of the change in the Consumer Price Index since the fees were last changed. The change proposal shall be provided to the customer and will be communicated in the manner described in II.2 second paragraph, by post or via internet banking

2.3. Termination

By way of derogation from Section II.3., Bank Austria may terminate the master agreements on payment services concluded in connection with a basic account for an unspecified period without giving notice, and with immediate effect, if

- the customer has intentionally used the basic account for unlawful purposes; or
- the customer has provided false information in order to be able to open the basic account and would have been refused the right to open a basic account if s/he had provided correct information.

Furthermore, Bank Austria may terminate the master agreements on payment services concluded in connection with a basic account for an unspecified period subject to two months' notice only if

- the basic account has not been used for any payment transactions in more than 24 consecutive months; or
- the customer no longer has lawful residence in the European Union; or
- the customer has subsequently opened a second payment account at a bank domiciled in Austria, which enables him/her to use the services named in Section 25 (1) VZKG; or
- the customer has been charged, pursuant to Section 210 (1) of the Austrian Code of Criminal Procedure (Strafprozessordnung – StPO), with a punishable offence committed to the detriment of Bank Austria or its employees; or
- the customer has repeatedly used the basic account for business activities within the meaning of Section 1 (1) 1 and (2) of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG), Federal Law Gazette No. 140/1979; or
- the customer has refused a change to the master agreement (in particular the basic account maintenance agreement) which Bank Austria has offered to all holders of basic accounts.

Termination of a basic account by Bank Austria must be made in writing and must – unless such a communication violates national security or public order – contain the reason for termination.

Complaints under the Austrian consumer payment account act (VZKG)

If a request to open a basic account is rejected or if a customer's basic account is terminated, the consumer/customer can lodge a complaint with the Austrian Financial Market Authority, Otto-Wagner-Platz 5, A-1090 Vienna, or contact the Joint Conciliation Board of the Austrian Banking Industry, Wiedner Hauptstraße 63, A-1045 Vienna. Bank Austria will point out this possibility to the consumer/customer in the letter in which it terminates the customer's basic account or refuses to open a basic account for an applicant.